



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1264S 2
EFFECTIVE BEGIN DATE: 02-01-2006
EXPIRATION DATE: 01-31-2007
PAGE: 1 of 6

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
515-281-6288

FOB FOB Dest, Freight Prepaid

PAYMENT TERMS (%): DAYS:

VENDOR:

Innovative Lab Systems
105 S 14th St

Ashland, NE 68003
USA

VENDOR CONTACT:

No Contact Specified

PHONE: 515 999-9999

EXT:

EMAIL:

VENDOR #: 47072288000

DESCRIPTION OF ITEMS CONTRACTED

Scientific Products per IBA #010914-SS of Sept. 14, 2001

CONTRACT FOR THE PROVISION OF LABORATORY FURNITURE, CASEWORK, HOODS AND ASSOCIATED FIXTURES AND SUPPLIES ON AN AS-NEEDED BASIS, PURSUANT TO THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE IOWA BIOTECHNOLOGY ASSOCIATION REQUEST FOR PROPOSAL NUMBER IBA010914-SS, DATED SEPTEMBER 14, 2001.

THIS CONTRACT THRU LSI CORPORATION OF AMERICA, INC., SHALL BE FACILITATED BY Innovative Laboratory Systems, Inc., CHARLES NIEMEYER, CEO, and BIFF SCHOFFIELD, PROJECT MANAGER.

. Charles Niemeyer, E-Mail Address: ils-ne@navix.net

Phone: 402-944-2232 or FAX 402-944-2411

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** PRICING ** DISCOUNTS LISTED HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT AND SHALL BE APPLIED TO THE CURRENT LSI CORPORATION OF AMERICA LIST PRICE AT THE TIME OF ORDER PLACEMENT.

ATTN: "INSTALLED" DISCOUNTS SHALL ONLY BE APPLIED TO ORDERS WHICH TOTAL \$7,500 LIST VALUE OR MORE AT THE TIME OF ORDER.

RENEWAL PERIODS

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		41540	\$0.000000 \$0.000000
			Casework, Wood	
			PRODUCT PROJECT IS DESIGNED & PROJECT IS DESIGNED & DESCRIPTION ESTIMATED BY I.L.S. ESTIMATED BY STATE OF IOWA ----- INSTALLED / NOT-INSTALLED INSTALLED / NOT-INSTALLED CASEWORK PRODUCTS ----- (L-55 FLUSH DOOR DESIGN) TOTAL LIST PRICE/PROJECT \$0 TO \$30,000.....64% 68.5% 65.6% 70% \$30,001 TO \$150,000...65% 69.5% 66.5% 71% \$150,001 TO \$300,000..66% 70.5% 67.5% 72% \$300,000 TO \$600,000..67% 71.5% 68.5% 73% OVER \$600,000.....68% 72.5% 69.5% 74%	
2	0.00000		41552	\$0.000000 \$0.000000
			Fume Hoods, Laminar Flow Hoods, Biological Cabinets and Isol	
			FUME HOODS TOTAL LIST PRICE/PROJECT \$0 TO \$30,000.....64% 66% 65.5% 67.5% \$30,001 TO \$150,000...65% 67% 66.5% 68.5% \$150,001 TO \$300,000..66% 68% 67.5% 69.5% \$300,001 TO \$600,000..67% 69% 68.5% 70.5% OVER \$600,00068% 70% 69.5% 71.5%	
3	0.00000		490	\$0.000000 \$0.000000
			LABORATORY EQUIPMENT, ACCESSORIES AND SUPPLIES: GENERAL ANAL	
			EPOXY TOPS TOTAL LIST PRICE/PROJECT \$0 TO \$30,00064% 71% 65.5% 72.5% \$30,001 TO \$150,000...65% 72% 66.5% 73.5% \$150,001 TO \$300,000..66% 73% 67.5% 74.5% \$300,001 TO \$600,000..67% 74% 68.5% 75.5% OVER \$600,000.....68% 75% 69.5% 76.5%	
4	0.00000		67056	\$0.000000 \$0.000000
			Plumbing Trim: Faucets, Fittings, etc.	
			FAUCETS AND FIXTURES TOTAL LIST PRICE/PROJECT \$0 TO \$30,000.....64% 65% 65.5% 66.5% \$30,001 TO \$150,000...65% 66% 66.5% 67.5% \$150,001 TO \$300,000..66% 67% 67.5% 68.5% \$300,001 TO \$600,000..67% 68% 68.5% 69.5% OVER \$600,000.....68% 69% 69.5% 70.5%	
5	0.00000		41578	\$0.000000 \$0.000000
			Sinks, Laboratory Type	
			SINKS (STAINLESS STEEL AND EPOXY) TOTAL LIST PRICE/PROJECT \$0 TO \$30,000.....64% 66% 65.5% 67.5% \$30,001 TO \$150,000...65% 67% 66.5% 68.5% \$150,001 TO \$300,000..66% 68% 67.5% 69.5% \$300,001 TO \$600,000..67% 69% 68.5% 70.5% OVER \$600,000.....68% 70% 69.5% 71.5%	
6	0.00000		1658825	\$0.000000 \$0.000000
			SHELVES, STORAGE, CORROSION AND RUST RESISTANT FINISH	
			FIXED SHELVES TOTAL LIST PRICE/PROJECT \$0 TO \$30,000.....64% 74% 65.5% 75.5% \$30,001 TO \$510,000...65% 75% 66.5% 76.5% \$150,001 TO \$300,000..66% 76% 67.5% 77.5% \$300,001 TO \$600,000..67% 77% 68.5% 78.5% OVER \$600,000.....68% 78% 69.5% 79.5%	



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7	0.00000		91819	\$0.000000
			Buildings, Structures and Components Consulting	\$0.000000
			SAMPLE ELEVATIONS	
			TOTAL LIST PRICE/PROJECT	
			\$0 TO \$30,000.....64%	69.5%..... 65.5% 71%
			\$30,001 TO \$150,000...65%	70.5%..... 66.5% 72%
			\$150,001 TO \$300,000..66%	71.5%..... 67.5% 73%
			\$300,001 TO \$600,000..67%	72.5%..... 68.5% 74%
			OVER \$600,000.....68%	73.5%..... 69.5% 75%
8	0.00000		41526	\$0.000000
			Cases: Laboratory, Museum, Specimen Storage, etc.	\$0.000000
			SECTION I., LAMINATE CASEWORK ITEMIZED "LIST PRICE"	
			10220-36-36-24 ... BASE 2 DOOR 36" \$664	
			10220-48-36-24 ... BASE 2 DOOR 48" \$737	
			10465-24-36-24 ... BASE 4 DRAW 24" \$942	
			10465M-48-36-24 ... BASE 5 DRAW 48"\$1,300	
			10465D-36-36-24 ... BASE 8 DRAW 36"\$1,486	
			10465D-48-36-24 ... BASE 8 DRAW 48"\$1,572	
			10355-36-36-24 ... BASE 2 DRW/2 DR 36" \$892	
			10355-48-36-24 ... BASE 2 DRW/2 DR 48" \$980	
			10320-36-36-24 ... BASE 5 DRW/1 DR 36"\$1,195	
			10320-48-36-24 ... BASE 5 DRW/1 DR 48"\$1,243	
			10295-36-36-24 ... BASE 4 DRW/1 DR 36" \$1,053	
			10295-48-36-24 ... BASE 4 DRW/1 DR 48"\$1,085	
			10440-48-36-24 ... BASE SINK 2 DR 48" \$772	
			10442-48-36-24 ... BASE SINK 2 DR 60" \$835	
			10640-36-36-36 ... BASE LAZY SUS 35"\$1,277	
			12165XS-36-30-14 ... WALL GLASS DR 36" \$895	
			12165XS-48-30-14 ... WALL GLASS DR 48" \$990	
			12125XS-36-30-14 ... WALL FR. GLASS DR 36"..... \$911	
			12125XS-48-30-14 ... WALL FR. GLASS DR 48"..... \$977	
			14075-48-84-24 TALL CABINET 2 DR 48".....\$2,039	
9	0.00000		41552	\$0.000000
			Fume Hoods, Laminar Flow Hoods, Biological Cabinets and Isol	\$0.000000
			SECTION II., FUME HOODS ITEMIZED "LIST PRICE"	
			60003.....HOOD WITHOUT EPOXY TOP (PRE-WIRED).\$8,176	
			70000..... EPOXY TOP FOR HOOD.....\$1,508	
			60500M..... BASE FLAM STORAGE 36".....\$2,665	
			60510M..... BASE ACID STORAGE 36".....\$2,645	
			60126..... FIXTURE WATER \$790	
			60124..... FIXTURE VACUUM..... \$658	
			60115..... DIGITAL ALARM.....\$2,073	
			60122..... FIXTURE GAS..... \$658	
			70202..... CUP SINK OVAL..... \$278	
			ACID VENT..... VENT..... \$370	
10	0.00000		3159069	\$0.000000
			RESIN, EPOXY	\$0.000000
			SECTION III., EPOXY RESIN ITEMIZED "LIST PRICE"	
			70010-72-30..... 72" X 30" W/4" BACK SPLASH...\$1,330	
			70000-72-24..... 72" X 24" FLAT..... \$992	
			70274..... SINK 16 X 12 X 8" (DROP IN).. \$626	
			70278..... SINK 24 X 16 X 8" (DROP IN).. \$750	
			70000-500..... RESIN X 500 SQ. FT.\$37,722	
11	0.00000		28554	\$0.000000
			Lighting Fixtures, Indoor: All Kinds and Parts (Including La	\$0.000000
			SECTION IV., FIXTURES, ITEMIZED "LIST PRICE"	
			70390..... MIX. FAUCET 6" \$511	
			70421..... FAUCET DE-IONIZED \$469	
			70327..... DBL SERVICE COCK..... \$207	
			70325..... SNGL SERVICE COCK..... \$146	
			60525..... EYE WASH DBL FLAG..... \$783	
			70557..... OUTLET FLUSH 110V..... \$149	
			70559..... OUTLET PEDESTAL..... \$210	



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12	0.00000		415	\$0.000000
				\$0.000000
			FURNITURE: LABORATORY	
			SECTION V., ADDITIONAL ITEMS "LIST PRICE"	
			- CHEMICAL FUME HOOD (PRE-WIRED, PRE-PLUMBED, INSTALLED)	
			60002 VAV... VARIABLE AIR VOLUME.....\$18,090	
			60002 CAV... CONSTANT AIR VOLUME.....\$18,090	
			- RADIOISOTOPE FUME HOOD (PRE-WIRED, PRE-PLUMBED, INSTALLED)	
			60017M.....\$26,134	
			- 14" SHELF WITH SUPPORT AT 48"	
			ACID RESISTANT LAMINATE.....\$101 / LINEAL FOOT	
			PLYWOOD / VENEER..... \$92 / LINEAL FOOT	
			- FILE DRAWER CABINET.....\$923	
			- STAINLESS STEEL SINKS	
			16 X 16 X 10.5\$1,277	
			22 X 16 X 12\$1,549	
			28 X 16 X 12\$1,853	
			- EPOXY SINKS	
			16 X 16 X 7.5 \$ 601	
			21.5 X 15.5 X 11 \$ 761	
			28 X 15 X 12 \$ 992	
13	0.00000		42096804168	\$0.000000
				\$0.000000
			LAMINATE TOP	
			SECTION V., ADDITIONAL ITEMS "LIST PRICE"	
			- PLASTIC LAMINATE COUNTERTOPS	
			ULTIMATE STYLE COUNTERTOPS STANDARD / ACID RESIST.	
			25.5" DEEP WITH 4" POST-FORMED BACKSPLASH..\$133 / \$196	
			25.25 DEEP WITHOUT BACKSPLASH.....\$130 / \$193	
			30.25" DEEP WITH 4" POST-FORMED BACKSPLASH.\$145 / \$209	
			30.25" DEEP WITHOUT BACKSPLASH.....\$130 / \$193	
			COUNTERTOPS WITH 3MM PVC EDGES	
			25.25" DEEP WITH 4" LOOSE BACKSPLASH.....\$126 / \$190	
			25.25" DEEP WITHOUT BACKSPLASH.....\$126 / \$190	
			30.25" DEEP WITH 4" LOOSE BACKSPLASH.....\$136 / \$199	
			30.25" DEEP WITHOUT BACKSPLASH.....\$126 / \$190	
14	0.00000		96286	\$0.000000
				\$0.000000
			Transportation of Goods and Other Freight Services	
			INSTALLED "PRICING" FOR PROJECTS SHALL INCLUDE DELIVERY, RECEIPT	
			BY VENDOR'S PERSONNEL, SET-IN-PLACE, LEVELED AND INSTALLED PER	
			THE	
			IBA SPECIFICATIONS AND TIME-TABLE	
15	0.00000		91831	\$0.000000
				\$0.000000
			Construction Consulting	
			THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES CANNOT GUARANTEE	
			A COMMITTED LEVEL OF VOLUME. INNOVATIVE LABS MAY REQUIRE	
			SPECIFIC GOVERNMENTAL PURCHASERS TO SIGN A "COMMITTED LEVEL OF	
			VOLUME AGREEMENT" FOR SPECIFIC PROJECTS, PRIOR TO RELEASE OF	
			GOODS AT CONTRACT PRICING	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.